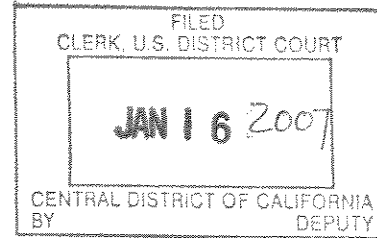


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9 United States of America



ORIGINAL

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12
13 UNITED STATES OF AMERICA,) CR No. CR-06-595-GPS
14 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15 v.) HISAYOSHI KOJIMA
16 HISAYOSHI KOJIMA,)
17 Defendant.)
18)
19)

20 1. This constitutes the plea agreement between HISAYOSHI
21 KOJIMA ("defendant") and the United States Attorney's Office for
22 the Central District of California ("the USAO") in the above-
23 captioned case. This agreement is limited to the USAO and cannot
24 bind any other federal, state or local prosecuting,
25 administrative or regulatory authorities.

26 PLEA

27 2. Defendant agrees to plead guilty to counts one through
28 seventeen of the indictment in United States v. Hisayoshi Kojima,
CR No. 06-595-GPS.

1 NATURE OF THE OFFENSE

2 3. In order for defendant to be guilty of counts one, two,
3 eight, eleven, and seventeen, which charge violations of Title
4 16, United States Code, Sections 1538(a)(1)(F) and 1540(b)
5 [Illegal Offer to Sell Endangered Species in Interstate and
6 Foreign Commerce], the following must be true: defendant did
7 knowingly offer for sale in interstate and foreign commerce an
8 endangered wildlife species without a permit issued by the United
9 States Fish and Wildlife Service. Defendant admits that
10 defendant is, in fact, guilty of this offense as described in
11 counts one, two, eight, eleven, and seventeen of the indictment.

12 In order for defendant to be guilty of counts seven and
13 sixteen, which charge violations of Title 16, United States Code,
14 Sections 1538(a)(1)(A) and 1540(b) [Illegal Importation of
15 Endangered Species], the following must be true: defendant did
16 knowingly import and cause the importation of an endangered
17 wildlife species without a permit issued by the United States
18 Fish and Wildlife Service. Defendant admits that defendant is,
19 in fact, guilty of this offense as described in counts seven and
20 sixteen of the indictment.

21 In order for defendant to be guilty of counts three, five,
22 nine, twelve, and fourteen, which charge violations of Title 18,
23 United States Code, Section 545 [Importing Wildlife Contrary to
24 Law], the following must be true: defendant did fraudulently and
25 knowingly receive, conceal, and facilitate the transportation and
26 concealment of merchandise after the merchandise was imported
27
28

1 into the United States contrary to law. Defendant admits that
2 defendant is, in fact, guilty of this offense as described in
3 counts three, five, nine, twelve, and fourteen of the indictment.

4 In order for defendant to be guilty of counts four, six,
5 ten, thirteen, and fifteen, which charge violations of Title 18,
6 United States Code, Section 545 [Smuggling Wildlife], the
7 following must be true: defendant did knowingly and willfully,
8 with the intent to defraud the United States, smuggle and attempt
9 to smuggle merchandise into the United States by means of
10 fraudulent documents. Defendant admits that defendant is, in
11 fact, guilty of this offense as described in counts four, six,
12 ten, thirteen, and fifteen of the indictment.

13 PENALTIES

14 4. The statutory maximum sentence that the Court can impose
15 for each violation of Title 16, United States Code, Sections
16 1538(a)(1)(F), 1538(a)(1)(A), and 1540(b) is: one year
17 imprisonment; a one-year period of supervised release or five
18 year period of probation; a fine of \$100,000 or twice the gross
19 gain or gross loss resulting from the offense, whichever is
20 greatest; and a mandatory special assessment of \$25.

21 The statutory maximum sentence that the Court can impose for
22 each violation of Title 18, United States Code, Section 545 is:
23 five years imprisonment; a three-year period of supervised
24 release or five year period of probation; a fine of \$250,000 or
25 twice the gross gain or gross loss resulting from the offense,
26 whichever is greatest; and a mandatory special assessment of

1 \$100.

2 Therefore, the statutory maximum sentence that the Court can
3 impose for all violations that defendant has pled guilty to is as
4 follows: 57 years imprisonment; a three-year period of supervised
5 release; a fine of \$3,200,000 or twice the gross gain or gross
6 loss resulting from the offense, whichever is greatest; and a
7 mandatory special assessment of \$1,175.

8 5. Supervised release is a period of time following
9 imprisonment during which defendant will be subject to various
10 restrictions and requirements. Defendant understands that if
11 defendant violates one or more of the conditions of any
12 supervised release imposed, defendant may be returned to prison
13 for all or part of the term of supervised release, which could
14 result in defendant serving a total term of imprisonment greater
15 than the statutory maximum stated above.

16 6. Defendant also understands that, by pleading guilty,
17 defendant may be giving up valuable government benefits and
18 valuable civic rights, such as the right to vote, the right to
19 possess a firearm, the right to hold office, and the right to
20 serve on a jury.

21 7. Defendant further understands that the conviction in
22 this case may subject defendant to various collateral
23 consequences, including but not limited to, deportation,
24 revocation of probation, parole, or supervised release in another
25 case, and suspension or revocation of a professional license.
26 Defendant understands that unanticipated collateral consequences

27

28

1 will not serve as grounds to withdraw defendant's guilty plea.

2 PAYMENT OF JUDGMENT

3 8. Defendant understands that any special assessments,
4 restitution and fines imposed by the Court as a part of
5 defendant's sentence are payable immediately upon sentencing.
6 Defendant acknowledges that the U.S. Fish and Wildlife Service is
7 presently in possession of certain articles of personal property
8 described as follows (collectively "the Property"): assorted
9 household items and antiques of Japanese origin taken into
10 possession by an agent of the USFWS on July 11, 2006, at the
11 request of defendant and currently held in the USFWS evidence
12 locker at 370 Amapola Avenue, Suite 114, Torrance, California,
13 including, one large lacquered sake cup; one pair of kiri wood
14 hibachi with a lacquered horse design; one Keyaki wood desk; one
15 ceramic sake bottle; two bronze duck incense burners; one bronze
16 lotus bowl; one pair of bronze candlesticks; one Keyaki wood
17 front Sendai Tansu chest with iron lock plates; one pair of tall
18 square tables; one cypress wood door with sparrow and bamboo
19 paintings; one pair of gold leaf sliding doors with scenery
20 paintings.

21 9. Defendant represents and warrants that he is the sole
22 owner of the Property, that no other person or entity owns any
23 interest in the Property, and that the Property is free and clear
24 of any lien or encumbrance.

25 10. In the event defendant fails to pay the special
26 assessments, restitution and fines ordered by the Court within
27

1 thirty days following sentencing, defendant agrees that the
2 United States may liquidate the Property and apply the proceeds
3 to defendant's indebtedness. Specifically, defendant stipulates
4 that (a) the U.S. Fish and Wildlife Service may transfer
5 possession of the Property to the United States Marshals Service,
6 (b) the Court may issue a writ of execution for the Property
7 pursuant to 28 U.S.C. § 3203(a), (c) the Marshals Service may
8 sell the property pursuant to 28 U.S.C. § 3203(g).

9 FACTUAL BASIS

10 11. Defendant and the USAO agree and stipulate to the
11 statement of facts attached hereto as Attachment A. This
12 statement of facts includes facts sufficient to support a plea of
13 guilty to the charges described in this agreement and to
14 establish the sentencing guideline factors set forth in paragraph
15 11 below. It is not meant to be a complete recitation of all
16 facts relevant to the underlying criminal conduct or all facts
17 known to defendant that relate to that conduct.

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 12. By pleading guilty, defendant gives up the following
20 rights:

- 21 a) The right to persist in a plea of not guilty.
22 b) The right to a speedy and public trial by jury.
23 c) The right to the assistance of legal counsel at
24 trial, including the right to have the Court appoint counsel for
25 defendant for the purpose of representation at trial. (In this
26 regard, defendant understands that, despite his or her plea of
27
28

1 guilty, he or she retains the right to be represented by counsel
2 - and, if necessary, to have the court appoint counsel if
3 defendant cannot afford counsel - at every other stage of the
4 proceedings.)

5 d) The right to be presumed innocent and to have the
6 burden of proof placed on the government to prove defendant
7 guilty beyond a reasonable doubt.

8 e) The right to confront and cross-examine witnesses
9 against defendant.

10 f) The right, if defendant wished, to testify on
11 defendant's own behalf and present evidence in opposition to the
12 charges, including the right to call witnesses and to subpoena
13 those witnesses to testify.

14 g) The right not to be compelled to testify, and, if
15 defendant chose not to testify or present evidence, to have that
16 choice not be used against defendant.

17 By pleading guilty, defendant also gives up any and all
18 rights to pursue any affirmative defenses, Fourth Amendment or
19 Fifth Amendment claims, and other pretrial motions that have been
20 filed or could be filed.

21 SENTENCING FACTORS

22 12. Defendant understands that the Court is required to
23 consider the United States Sentencing Guidelines ("U.S.S.G." or
24 "Sentencing Guidelines") among other factors in determining
25 defendant's sentence. Defendant understands, however, that the
26 Sentencing Guidelines are only advisory, and that after
27
28

1 considering the Sentencing Guidelines, the Court may be free to
2 exercise its discretion to impose any reasonable sentence up to
3 the maximum set by statute for the crimes of conviction.

4 TOTAL OFFENSE LEVEL/NO ADDITIONAL ADJUSTMENTS APPLY

5 14. Defendant and the USAO agree and stipulate to the
6 following applicable sentencing guideline factors:

7 Base Offense Level : 6 [U.S.S.G. § 2Q2.1(a)]

8 Specific Offense
9 Characteristics

10 Commercial gain and
pattern : +2 [U.S.S.G. § 2Q2.1(b) (1) (A) &
11 (B)]

12 Market value of
wildlife : +10 [U.S.S.G. §
13 2Q2.1(b) (3) (A) (ii): fair
14 market value of all
butterflies offered for sale
15 or sold is between \$120,000
and \$200,000]

16 Adjustments

17 None : 0 Sentencing Guidelines

18 Acceptance of
Responsibility : -3 [U.S.S.G. §3E1.1(b)]
19

20 Total Offense Level : 15

21 The USAO will agree to a downward adjustment for acceptance of
22 responsibility only if the conditions set forth in paragraph
23 18(c) are met. Subject to paragraph 16, defendant and the USAO
24 agree not to seek, argue, or suggest in any way, either orally or
25 in writing, that any other specific offense characteristics,
26 adjustments or departures, from either the applicable Offense
27

1 Level or Criminal History Category, be imposed. If, however,
2 after signing this agreement but prior to sentencing, defendant
3 were to commit an act, or the USAO were to discover a previously
4 undiscovered act committed by defendant prior to signing this
5 agreement, which act, in the judgment of the USAO, constituted
6 obstruction of justice within the meaning of U.S.S.G. § 3C1.1,
7 the USAO would be free to seek the enhancement set forth in that
8 section.

9 15. There is no agreement as to defendant's criminal
10 history or criminal history category.

11 16. The stipulations in this agreement do not bind either
12 the United States Probation Office or the Court. Both defendant
13 and the USAO are free to: (a) supplement the facts by supplying
14 relevant information to the United States Probation Office and
15 the Court, (b) correct any and all factual misstatements relating
16 to the calculation of the sentence, and (c) argue on appeal and
17 collateral review that the Court's sentencing guidelines
18 calculations are not error, although each party agrees to
19 maintain its view that the calculations in paragraph 11 are
20 consistent with the facts of this case.

21 DEFENDANT'S OBLIGATIONS

22 17. Defendant agrees that he or she will:

- 23 a) Plead guilty as set forth in this agreement.
24 b) Not knowingly and willfully fail to abide by all
25 sentencing stipulations contained in this agreement.
26 c) Not knowingly and willfully fail to: (i) appear as
27
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1 ordered for all court appearances, (ii) surrender as ordered for
2 service of sentence, (iii) obey all conditions of any bond, and
3 (iv) obey any other ongoing court order in this matter.

4 d) Not commit any crime; however, offenses which would
5 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
6 not within the scope of this agreement.

7 e) Not knowingly and willfully fail to be truthful at
8 all times with Pretrial Services, the U.S. Probation Office, and
9 the Court.

10 f) Pay the applicable special assessment at or before
11 the time of sentencing unless defendant lacks the ability to pay.

12 g) Pay a fine of \$30,000 as a term and condition of
13 probation *or supervised release. PM*

14 h) Pay restitution in the amount of \$7,656 to the
15 United States Fish and Wildlife Service at or before the
16 imposition of sentence.

17 THE USAO'S OBLIGATIONS

18 18. If defendant complies fully with all defendant's
19 obligations under this agreement, the USAO agrees:

20 a) To abide by all sentencing stipulations contained in
21 this agreement.

22 b) At the time of sentencing, provided that defendant
23 demonstrates an acceptance of responsibility for the offense up
24 to and including the time of sentencing, to recommend a two-level
25 reduction in the applicable sentencing guideline offense level,
26 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,
27

1 move for an additional one-level reduction if available under
2 that section.

3 c) Not to further prosecute defendant for violations of
4 federal law relating to the import and sale of protected and
5 endangered insects arising out of defendant's conduct described
6 in Attachment A, such as: 16 U.S.C. §§ 1538(a)(1)(F), 1540(b)
7 [Illegal Offer to Sell Endangered Species in Interstate and
8 Foreign Commerce]; 18 U.S.C. § 545 [Importing Wildlife Contrary
9 to Law]; 18 U.S.C. § 545 [Smuggling Wildlife]; 16 U.S.C. §§
10 1538(a)(1)(A), 1540(b)(1) [Illegal Importation of Endangered
11 Species]; and 18 U.S.C. § 2(b) [Causing an Act to be Done].
12 Defendant understands that the USAO is free to prosecute
13 defendant for any other unlawful past conduct or any unlawful
14 conduct that occurs after the date of this agreement. Defendant
15 agrees that at the time of sentencing the Court may consider the
16 uncharged conduct in determining the applicable Sentencing
17 Guidelines range, where the sentence should fall within that
18 range, the propriety and extent of any departure from that range,
19 and the determination of the sentence to be imposed after
20 consideration of the sentencing guidelines and all other relevant
21 factors.

22 d) If defendant pays the fine (\$30,000) and
23 restitution (\$7,656) amounts specified in Paragraphs 17(g) and
24 17(h) of this agreement on or before the imposition of sentence,
25 the government agrees to recommend that defendant be sentenced to
26 a 15 month term of imprisonment. Should the defendant fail to
27
28

1 pay the specified fine and restitution on or before imposition of
2 sentence as required by this agreement, the government is free to
3 recommend any sentence within the 18-24 month Guideline range as
4 calculated in Paragraph 14.

5 BREACH OF AGREEMENT

6 19. If defendant, at any time between the execution of this
7 agreement and defendant's sentencing on a non-custodial sentence
8 or surrender for service on a custodial sentence, knowingly
9 violates or fails to perform any of defendant's obligations under
10 this agreement ("a breach"), the USAO may declare this agreement
11 breached. If the USAO declares this agreement breached, and the
12 Court finds such a breach to have occurred, defendant will not be
13 able to withdraw defendant's guilty plea[s], and the USAO will be
14 relieved of all of its obligations under this agreement.

15 20. Following a knowing and willful breach of this
16 agreement by defendant, should the USAO elect to pursue any
17 charge that was either dismissed or not filed as a result of this
18 agreement, then:

19 a) Defendant agrees that any applicable statute of
20 limitations is tolled between the date of defendant's signing of
21 this agreement and the commencement of any such prosecution or
22 action.

23 b) Defendant gives up all defenses based on the statute
24 of limitations, any claim of preindictment delay, or any speedy
25 trial claim with respect to any such prosecution, except to the
26 extent that such defenses existed as of the date of defendant's
27

1 signing of this agreement.

2 c) Defendant agrees that: i) any statements made by
3 defendant, under oath, at the guilty plea hearing; ii) the
4 stipulated factual basis statement in this agreement; and iii)
5 any evidence derived from such statements, are admissible against
6 defendant in any future prosecution of defendant, and defendant
7 shall assert no claim under the United States Constitution, any
8 statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of
9 the Federal Rules of Criminal Procedure, or any other federal
10 rule, that the statements or any evidence derived from any
11 statements should be suppressed or are inadmissible.

12 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

13 21. Defendant gives up the right to appeal any sentence
14 imposed by the Court, and the manner in which the sentence is
15 determined, provided that (a) the sentence is within the
16 statutory maximum specified above and is constitutional, (b) the
17 Court in determining the applicable guideline range does not
18 depart upward in offense level or criminal history category and
19 determines that the total offense level is 15 or below, and (c)
20 the Court imposes a sentence within or below the range
21 corresponding to the determined total offense level and criminal
22 history category. Defendant also gives up any right to bring a
23 post-conviction collateral attack on the conviction or sentence,
24 except a post-conviction collateral attack based on a claim of
25 ineffective assistance of counsel, a claim of newly discovered
26 evidence, or an explicitly retroactive change in the applicable

1 Sentencing Guidelines, sentencing statutes, or statutes of
2 conviction.

3 22. The USAO gives up its right to appeal the sentence,
4 provided that (a) the Court in determining the applicable
5 guideline range does not depart downward in offense level or
6 criminal history category, (b) the Court determines that the
7 total offense level is 15 or above, and (c) the Court imposes a
8 sentence within or above the range corresponding to the
9 determined total offense level and criminal history category.

10 COURT NOT A PARTY

11 23. The Court is not a party to this agreement and need not
12 accept any of the USAO's sentencing recommendations or the
13 parties' stipulations. Even if the Court ignores any sentencing
14 recommendation, finds facts or reaches conclusions different from
15 any stipulation, and/or imposes any sentence up to the maximum
16 established by statute, defendant cannot, for that reason,
17 withdraw defendant's guilty plea, and defendant will remain bound
18 to fulfill all defendant's obligations under this agreement. No
19 one - not the prosecutor, defendant's attorney, or the Court -
20 can make a binding prediction or promise regarding the sentence
21 defendant will receive, except that it will be within the
22 statutory maximum.

23 NO ADDITIONAL AGREEMENTS

24 24. Except as set forth herein, there are no promises,
25 understandings or agreements between the USAO and defendant or
26 defendant's counsel. Nor may any additional agreement,
27
28

1 understanding or condition be entered into unless in a writing
2 signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

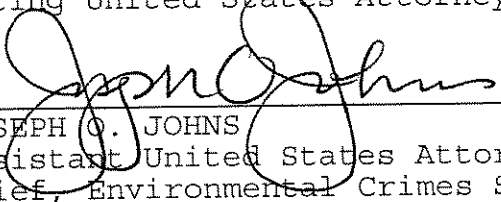
4 25. The parties agree and stipulate that this Agreement
5 will be considered part of the record of defendant's guilty plea
6 hearing as if the entire Agreement had been read into the record
7 of the proceeding.

8 This agreement is effective upon signature by defendant and
9 an Assistant United States Attorney.

10 AGREED AND ACCEPTED

11 UNITED STATES ATTORNEY'S OFFICE
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

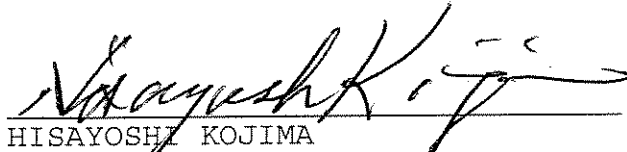
13 GEORGE S. CARDONA
14 Acting United States Attorney

15 
16 JOSEPH O. JOHNS
17 Assistant United States Attorney
18 Chief, Environmental Crimes Section

19 1/3/07
20 Date

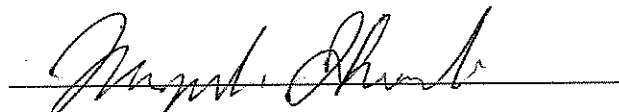
21 I have read this agreement and carefully discussed every
22 part of it with my attorney. This agreement has been read to me
23 in Japanese, the language I understand best, and I have carefully
24 discussed every part of it with my attorney. I understand the
25 terms of this agreement, and I voluntarily agree to those terms.
26 My attorney has advised me of my rights, of possible defenses, of
27 the Sentencing Guideline provisions, and of the consequences of
28 entering into this agreement. No promises or inducements have
been made to me other than those contained in this agreement. No

1 one has threatened or forced me in any way to enter into this
2 agreement. Finally, I am satisfied with the representation of my
3 attorney in this matter.

4 
5 HISAYOSHI KOJIMA
6 Defendant

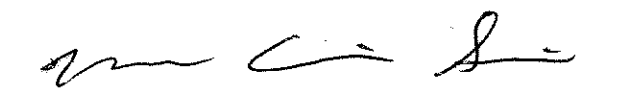
Jan 16 2007
Date

7
8 I, Nayuki Kouchi, am fluent in written and spoken
9 English and Japanese languages. I accurately translated this
10 entire agreement from English into Japanese to defendant
11 Hisayoshi Kojima on this date.

12 
13 Interpreter

1/16/07
Date

14
15
16 I am Hisayoshi Kojima's attorney. I have carefully
17 discussed every part of this agreement with my client. Further,
18 I have fully advised my client of his/her rights, of possible
19 defenses, of the Sentencing Guidelines' provisions, and of the
20 consequences of entering into this agreement. To my knowledge,
21 my client's decision to enter into this agreement is an informed
22 and voluntary one.

23 
24 NORMAN COUSINS SASAMORI
25 Counsel for Defendant
26 Hisayoshi Kojima

1/16/07
Date

ATTACHMENT A

Stipulated Factual Basis for Plea Agreement

United States v. Hisayoshi Kojima
Case Number CR-06-595-GPS

On or about May 21, 2006, in Los Angeles County, HISAYOSHI KOJIMA ("defendant") did knowingly offer for sale in interstate and foreign commerce endangered wildlife species, namely, one or more specimens of Papilio homerus butterflies, without a permit issued by the United States Fish and Wildlife Service. On or about June 7, 2006, in Los Angeles County defendant did knowingly offer for sale in interstate and foreign commerce endangered wildlife species, namely, three pairs of Papilio hospiton and one pair of Papilio chikae butterflies, without a permit issued by the United States Fish and Wildlife Service.

On or about June 12, 2006, in Los Angeles County, defendant did fraudulently and knowingly import, bring, and cause the importation and bringing of merchandise, namely, one pair of protected Ornithoptera victoriae butterflies, into the United States contrary to law, namely, without first obtaining a valid foreign export permit from the country of origin or a valid foreign re-export certificate issued by the country of re-export.

On or about June 12, 2006, in Los Angeles County, defendant did knowingly and willfully, with the intent to defraud the United States, smuggle and attempt to smuggle merchandise, namely, one pair of protected Ornithoptera victoriae butterflies, into the United States by means of fraudulent documents, namely,

1 Express Mail Service customs declaration form CN 23 that
2 described said merchandise as a gift of "dry butterfly" having a
3 value of \$10.00, whereas in truth and fact, as defendant KOJIMA
4 well knew, said merchandise consisted of said pair of
5 Ornithoptera victoriae butterflies that had been sold for \$80.00.

6 On or about June 15, 2006, in Los Angeles County, defendant
7 did fraudulently and knowingly import, bring, and cause the
8 importation and bringing of merchandise, namely, three pairs of
9 endangered Papilio hospiton and one pair of endangered Papilio
10 chikae butterflies, into the United States contrary to law,
11 namely, without first obtaining a valid United States import
12 permit and valid foreign export permit from the country of origin
13 or a valid foreign re-export certificate issued by the country of
14 re-export.

15 On or about June 15, 2006, in Los Angeles County, defendant
16 did knowingly and willfully, with the intent to defraud the
17 United States, smuggle and attempt to smuggle merchandise,
18 namely, three pairs of endangered Papilio hospiton and one pair
19 of endangered Papilio chikae butterflies, into the United States
20 by means of fraudulent documents, namely, Express Mail Service
21 customs declaration form CN 23 that described said merchandise as
22 a gift of "dry butterfly" having a value of \$39.00, whereas in
23 truth and fact, as defendant KOJIMA well knew, said merchandise
24 consisted of said pairs of Papilio hospiton and said pair of
25 Papilio chikae butterflies that had been sold for \$3,000.00.

1 On or about June 15, 2006, in Los Angeles County, defendant
2 did knowingly import and cause the importation of endangered
3 wildlife species, namely, three pairs of Papilio hospiton and one
4 pair of Papilio chikae butterflies, without a permit issued by
5 the United States Fish and Wildlife Service. On or about
6 June 28, 2006, in Los Angeles County, defendant did knowingly
7 offer for sale in interstate and foreign commerce endangered
8 wildlife species, namely, four specimens of Papilio homerus and
9 one pair of Ornithoptera alexandrae butterflies, without a permit
10 issued by the United States Fish and Wildlife Service.

11 On or about June 29, 2006, in Los Angeles County, defendant
12 did fraudulently and knowingly import, bring, and cause the
13 importation and bringing of merchandise, namely, one pair of
14 protected Ornithoptera meridionalis butterflies, into the United
15 States contrary to law, namely, without first obtaining a valid
16 foreign export permit from the country of origin or a valid
17 foreign re-export certificate issued by the country of re-export.

18 On or about June 29, 2006, in Los Angeles County, defendant
19 did knowingly and willfully, with the intent to defraud the
20 United States, smuggle and attempt to smuggle merchandise,
21 namely, one pair of protected Ornithoptera meridionalis
22 butterflies, into the United States by means of fraudulent
23 documents, namely, Express Mail Service customs declaration form
24 CN 23 that described said merchandise as a gift of "dry
25 butterflys" having a value of \$30.00, whereas in truth and fact,
26 as defendant KOJIMA well knew, said merchandise consisted of said

1 pair of Ornithoptera meridionalis butterflies that had been sold
2 for \$1,000.00. On or about June 30, 2006, in Los Angeles County,
3 defendant did knowingly offer for sale in interstate and foreign
4 commerce endangered wildlife species, namely, one pair of
5 Ornithoptera alexandrae butterflies, without a permit issued by
6 the United States Fish and Wildlife Service.

7 On or about July 10, 2006, in Los Angeles County, defendant
8 did fraudulently and knowingly import, bring, and cause the
9 importation and bringing of merchandise, namely, three individual
10 specimens of protected Ornithoptera paradesia butterflies, into
11 the United States contrary to law, namely, without first
12 obtaining a valid foreign export permit from the country of
13 origin or a valid foreign re-export certificate issued by the
14 country of re-export.

15 On or about July 10, 2006, in Los Angeles County, defendant
16 did knowingly and willfully, with the intent to defraud the
17 United States, smuggle and attempt to smuggle merchandise,
18 namely, three individual specimens of protected Ornithoptera
19 paradesia butterflies, into the United States by means of
20 fraudulent documents, namely, Express Mail Service customs
21 declaration form CN 23 that described said merchandise as a gift
22 of "dry butterfly" having a value of \$50.00, whereas in truth and
23 fact, as defendant KOJIMA well knew, said merchandise consisted
24 of said three individual specimens of Ornithoptera paradesia
25 butterflies that had been sold for \$2,300.00.

26 On or about July 17, 2006, in Los Angeles County, defendant
27
28

1 did fraudulently and knowingly import, bring, and cause the
2 importation and bringing of merchandise, namely, one pair of
3 endangered Ornithoptera alexandrae butterflies, into the United
4 States contrary to law, namely, without first obtaining a valid
5 United States import permit and valid foreign export permit from
6 the country of origin or a valid foreign re-export certificate
7 issued by the country of re-export.

8 On or about July 17, 2006, in Los Angeles County,
9 defendant did knowingly and willfully, with the intent to defraud
10 the United States, smuggle and attempt to smuggle merchandise,
11 namely, one pair of Ornithoptera alexandrae butterflies, into the
12 United States by means of fraudulent documents, namely, Express
13 Mail Service customs declaration form CN 23 that described said
14 merchandise as a gift of "dry butterfly" having a value of
15 \$30.00, whereas in truth and fact, as defendant KOJIMA well knew,
16 said merchandise consisted of said pair of Ornithoptera
17 alexandrae butterflies that had been sold for \$8,500.00.

18 On or about July 17, 2006, in Los Angeles County, defendant
19 did knowingly import and cause the importation of endangered
20 wildlife species, namely, one pair of Ornithoptera alexandrae
21 butterflies, without a permit issued by the United States Fish
22 and Wildlife Service.

23 On or about July 17, 2006, in Los Angeles County, defendant
24 did knowingly offer for sale in interstate and foreign commerce
25 endangered wildlife species, namely, one pair of Papilio homerus
26 butterflies, without a permit issued by the United States Fish
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1 and Wildlife Service.

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That I am a citizen of the United States that my business address is Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

a copy of: **PLEA AGREEMENT FOR DEFENDANT HISAYOSHI KOJIMA**

at his last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on January 29, 2007, at Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct and resident or employed in Los Angeles County, California.

Sandy Ear
SANDY EAR